

CONTRACT FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM CASE MANAGEMENT SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Mohave Mental Health Clinic (hereinafter the "Company") having its principal office located at 4000 E. E Charleston Boulevard, Suite 230, Las Vegas, NV 89110.

SECTION A – Contract Form

The subject matter of this Contract is to provide assistance to homeless individuals and/or families by the provision of clinical and non-clinical community based services including but not limited to case management, data collection, reporting and coordination with Medicaid for purposes of offsetting costs to the City for the purposes of offsetting costs to the City.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

1. *Award Date*: means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
2. *City*: the City of Las Vegas.
3. *City Council*: the governing body of the City of Las Vegas.
4. *Company*: the individual, partnership, or corporation responsible for the performance of services under this Contract.
5. *Company Representative*: the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
6. *Contract*: this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
7. *Deliverable*: any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
8. *Non-exclusive Contract*: a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
9. *Project Manager*: the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is fee for service. This is a Non-Exclusive Contract.

B-3 Prices/Costs

- (b) Payment Schedule. The Company will invoice the City in accordance with the following payment schedule (at least quarterly):

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
001	Case Management (to include intake assessment)	\$23.00 per .25 hour
002	Day Treatment (upon approval by City)	\$32.43 per hour

B-4 Performance Period/Delivery Schedule

This Contract provides for funding of Company's program rendered in accordance with this Contract from Award Date, until September 30, 2010, inclusive with two one year options to renew based upon performance. The City shall bear no liability to fund or provide payment for Company program services in the event that no funds are available during fiscal year 2009-2010. Furthermore, the City shall be liable only for payment proportional to the extent that funds are available by the City.

In the event the City funds are reduced or otherwise unavailable for future payment of costs accrued under this Contract, City shall immediately notify Company of such loss of funding and Company may immediately stop work under this Contract to avoid incurring additional costs. City shall reimburse Company for costs incurred up to the date of notification to Company of such loss of funding. City shall not be held liable to reimburse Company for any costs incurred after Company receives such notification. City shall not be liable to pay for any costs incurred by Company that are subsequently disallowed as not allowable, allocable or reasonable under this Contract or as determined by City.

SECTION C – Statement of Work

C-1 Scope of Services

A. Project Description:

The City will receive funds to provide a case management program for Homelessness Prevention and Rapid Re-Housing Program (HPRP). The purpose of HPRP is to provide homelessness prevention assistance to households who would otherwise become homeless—many due to the economic crisis—and to provide assistance to rapidly rehouse persons who are homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).

HPRP is focused on housing for homeless and at-risk households. It will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless *but for* this assistance. The funds under this program are intended to target two populations of persons facing housing instability: 1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another unit (prevention), and 2) individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it (rapid re-housing).

These HPRP dollars will be used to fund intensive case management activities that will include the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities will include: comprehensive participant assessments, counseling, developing, securing, and coordinating services; participating in Multi-Disciplinary team meetings in conjunction with City staff and/or caseworkers for the purposes of monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing/service plan, that will include a path to permanent housing stability subsequent to HPRP financial assistance.

B. Project Location:

Services to be provided in the community including, but not limited to, at the home of the participant, city offices, community partners and/or office of the Company.

C. Scope of Services:

City Neighborhood Services Department caseworkers shall provide referrals to Company to serve participants that have been homeless no more than 24 months, or are about to become homeless due to an economic hardship.

Participants that are currently being served under the City's pilot program may also be transitioned to Company. Upon award of the contract, City Project Manager and City caseworkers shall meet with Company within five (5) days to review cases and establish transition plan to determine what participants may be eligible for HPRP.

The Company shall provide the materials, equipment and labor to perform the following tasks:

Task 1: Clinical and Non-Clinical Community Based Participant Services.

Description:

1. Upon receipt of referral from City caseworker, Company to perform initial assessment, and develop service/treatment plan.
2. Company to coordinate with City caseworker and Project Manager to review treatment plan and obtain written approval from the City before proceeding with treatment.
3. Upon approval of City provide the following services as needed:
 - a. Targeted case management provided by bachelor degree level or higher personnel.
 - b. Substance abuse assessments and treatment provided by a licensed professional.
 - c. Behavioral health rehabilitative services (psychosocial rehabilitation and basic skills), individual and group therapy, and comprehensive mental health assessments performed by a Qualified Mental Health Associate (QMHA) or Professional (QMHP).
 - d. Specialized group therapy sessions to include therapeutic sessions related to substance abuse, domestic violence, post traumatic stress disorder, homeless support group, and anger management.
 - e. Up to 10 hours over 7 days per week of in home service delivery and contact per participant as needed and approved by Project Manager.
 - f. Self-Sufficiency and education planning.
 - g. Ongoing monitoring, evaluation and assessment of participants progress towards program fulfillment.

Task 2: Coordination and follow-up of referrals and wrap-around support services participant services.

Description:

- Comprehensive mental health assessments to participants identified as participants by City staff. Does not include those assessments that can be billed to Medicaid by service provider.
- All wraparound services including outpatient substance abuse treatment, non medical transportation services, therapeutic detoxification, and other ancillary services or referrals as needed.
- Medical and dental referrals.
- Inpatient substance abuse detoxification referrals.
- Psychiatric and medication management referrals.
- Securing financial and medical assistance programs (i.e. TANF, Medicaid, Social Security and other identified forms of assistance payments) and necessary authorizations in conjunction with City case managers.
- Attend meetings with City staff as scheduled.
- Self-Sufficiency and Education planning and referral services.

Task 3: Complete required data collection and reports.

Description:

- Data collection (including demographic, progress information, and any other HMIS or HPRP data requirements) with outcome analysis in conjunction with City caseworkers.
- Case note entry into the designated case management system.
- Documentation of participant progress related to goals with the minimum standard identified by the city.

Task 4: Connect participant with Medicaid and bill accordingly.

Description:

- The provider must be a Medicaid Provider Types 14 , 54 (case management) and 82 (rehabilitation services).
- Company to confirm the Medicaid eligibility of each CLV participant.
- Company to directly bill Medicaid for eligible services.

Task 5: Due Process Procedures

Description:

- The Company must provide a formal process for recommending participant termination from the program that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:
 - (1) Written notice to program participant containing a clear statement of the reasons for termination;
 - (2) A review of the decision, in which the program participant was given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approve the termination decision; and
 - (3) Prompt written notice of the final decision to the program participation.

B. Reports: the Company shall provide monthly performance reports based upon case management services provided that contain, but are not limited to, the following data:

- Number of unduplicated participants served during the month;
- Number of unduplicated households assisted with Intensive Case Management;
- Number of participants that receive are receiving stabilization services (broken out by type)
- Number of individuals placed in jobs
- Number of family members provided benefits
- Number of people that reject assistance
- Number of people referred to other services and status (broken out by type)
- Demographics

Narrative Section:

- General overview of services provided, and participation in program.
- Describe any problems and/or changes implemented.
- List any technical assistance subject matters that would improve your agency's or the community's ability to better serve the homeless. To be provided as needed as determined by City and Company.

C-2 Deliverables

The Company shall provide the following deliverables:

- (a) Progress notes and case reviews from clinical and non-clinical services provided, to include coordination and referrals to agencies;
- (b) Monthly reports of participant demographics, and other HMIS or HPRP data requirements ; and
- (c) Medicaid confirmation eligibility date when billing for those participants that receive Medicaid.

Task	Deliverable or Milestone	Due Date
1,2	Progress notes, Case reviews	30 day - progress note, 90 day - case review
3	Monthly reports	By the 7th day of the following month, including holidays
4	Medicaid status/eligibility date	Within 15 days of CLV referral date
5	Recommendation of Termination of Assistance Process	Within 30 days of contract award

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

WITH A COPY TO: City of Las Vegas
Manager, Neighborhood Initiatives Division
400 Stewart Avenue
Las Vegas, NV 89101-2986

FOR THE COMPANY: Mojave Adult, Child and Family Services
Michael Howie, CEO
4000 E. Charleston Blvd. #230
Las Vegas, NV 89104
Fax: 702-968-5050

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Tyrone Thompson as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Jason Schwartz as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in

accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City; excluding program participant case notes.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

D-7 Health Insurance Portability and Accountability

The Company agrees to safeguard program participant's protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. The Company shall have its employees and agent(s) who participate in this Contract to sign non-disclosure agreements that comply with the HIPAA requirements. The Company shall flow down a clause similar to this Paragraph in its subcontracts. The Company also agrees not to use or further disclose client's protected health information other than as permitted or required by this Contract, or as required by law. The Company further agrees to use appropriate safeguards to prevent the use or disclosure of such participant's protected health information other than as provided for by this contract.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience R

- a. The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). In the case of such termination, the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.
- b. The Company shall have the right to terminate further performance of this Contract for convenience upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under paragraph a. of this section.

E-4 Termination for Default [CAO-7/24/08]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Materially perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance[CAO-1/12/09]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

- (iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not

remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws R

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

- (c) Company agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

E-10 Audit of Records R

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.
- (d) This Contract is subject to requirements of the United State's Office of Management and Budget (OMB) Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations (revision published June 27, 200")." These requirements are subject to the exceptions in 45 CFR 74.26(d).
- (e) Effective June 27, 2003, the OMB requires that grant recipients who expend \$500,000 in federal funds aggregate, conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a Company receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such Company must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.
- (f) **FINANCIAL RECORDKEEPING** - Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Contract may be requested from Company by duly authorized City representatives, City-contracted independent auditors or any combination thereof.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written Contract of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated Contract between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and Contracts, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality –City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – Additional Special Conditions/Federal Requirements

F-1 Program Reports

Monthly

Company will be required to collect for and provide to the City Program accomplishments and usage records on the Award Date until September 30, 2012 unless this Contract is modified at the express consent of the City and Company. Company shall submit, no later than the 7th of the following month, the Monthly Progress Report, mutually agreed upon by both parties, which shall provide program statistics and a narrative to demonstrate compliance with the objective as stated above. Failure to submit said report in a timely manner may delay reimbursement to Company for grant-eligible program expense. If action to correct such substandard performance is not taken by Company within a reasonable period of time as determined by the City, but not longer than thirty (30) days after being notified by City either (1) contract suspension procedures, or (2) termination procedures will be initiated, as set forth in Section V.B. of this Contract. Monthly reports must be submitted even if a request for reimbursement is not submitted for that month. Said report shall contain, but not be limited to, the following data:

- (a) Statement of Project goals identified in Company contract/Contract and measurable accomplishments toward achieving goals and objectives.
- (b) Written narrative and description of services and expenditures will be included in each Monthly Progress Report.
- (c) The Company will provide a copy of all written reports developed for the Project to the City including materials which help document the progress of the Project such as: announcements, media releases, photographs, video footage, Project timelines, participant progress, surveys, and questionnaires.
- (d) The Company will provide a final, brief, written report with the final invoice, which summarizes the Project's successes and lessons learned.

Annually

- (e) Company may be required to formally present reports to City representatives or to participate in other presentation opportunities.

F-2 Financial Reports

- (a) **ANNUAL REPORTING OF ACCRUALS** - Accruals shall be reported to the City monthly as detailed in the Annual Accrual Form, the form of which is attached as Attachment 2. Accrual accounting requires that expenses be reported when incurred or an exchange has taken place. The Accrual Reporting Form must be included as a separate attachment, to the Company's final program report. To accomplish this, Company will need to itemize all goods or services purchased or contracted for, but not yet paid. Expenses on the accrual list will not be included on your monthly reimbursement request form total.
- (b) **MONTHLY REPORTING OF REIMBURSEMENTS** - The City shall reimburse the Company only for expenses paid or incurred as outlined in Attachment 3 provided the expenditures are made after the Project's start date and before the completion date. Disbursement of grant funding is through reimbursement process only. The Request for Reimbursement form must be included as a separate attachment, to the Monthly Progress Report. A Request for Release of Reimbursement form, as detailed in Attachment 3, must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department.
- (c) **DOCUMENTATION OF COSTS** - All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Contract, shall be thoroughly identified and readily accessible. Failure to properly submit this the Request for Release of Reimbursement, along with back-up

documentation such as: copies of cancelled checks, invoices, purchase orders, an accounts payable printout, check register, or balance and activity report, will result in a non-pay status for the request.

F-3 Compliance with Other Applicable Statutes and Regulations

Company agrees to abide by all Policies, Regulations and Homeless Services Program criteria as specified by the Department of Neighborhood Services. Company shall obtain any and all Federal, State, and local permits and licenses required to execute the Project as described in the Contract's Scope of Services. Company further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

F-4 Company Retains Exclusive Right of Performing Services

Company has requested financial support of the City to enable Company to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Company, subject only to review by the City, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for funding.

F-5 Third-Party Contracts

Company shall provide reasonable advance notice to, and obtain express consent from the City prior to obtaining, through funds made available pursuant to this Contract, professional services pursuant to a written contractual Contract with a third party. A copy of the proposed Contract shall be provided to the City at least thirty (30) days prior to the proposed Contract date.. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Contract. All parties must be private non-profit entities in accordance with 26 U.S.C. 501 (c).

F-6 On-Site Monitoring

Projects and Programs funded under this Contract will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

F-7 Unexpended Funds

In the event that City staff anticipates the total amount of funds allocated for this Contract will not be expended in the time and manner prescribed in this Contract, the City reserves the right to reallocate any such unexpended portion for other programs operating under the City's Homeless Services Program. An extension of the September 30, 2010 deadline may be authorized in writing by the City Neighborhood Services Director or the Director's designee

F-8 Provisions required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract will be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion.

F-9 Federal General Conditions

Company to comply with Federal Conditions listed in Attachment 5.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	08/05/08	2
Attachment 2	Annual Accrual Form [Paragraph F-2 (a)]		1
Attachment 3	Request for Reimbursement Form [Paragraph F-2 (b)]		1
Attachment 4	Program Definitions		6
Attachment 5	Federal General Conditions [Paragraph F-9]		4

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-20-09
Date

COMPANY

Jim Parcells
MICHAEL HOWIE, CEO Jim Parcells, President
Nevada Family Practice Residency Program
dba
Mojave Adult, Child and Family Services
"Company"

ATTACHMENT-1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or Contract with the City.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or Contracts with the City must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or Contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or Contract, if any, between the City and the Contracting entity. Upon execution of such contract or Contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or Contract, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	Subject Matter of Contract/Contract
Address	Services for the PROJECT NAME
Telephone	
EIN or DUNS	RFP#

Block 3 Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 2009

Notary Public

ATTACHMENT 2
Annual Accrual Form

City of Las Vegas
Neighborhood Services Department
Homelessness Prevention & Rapid Re-Housing Program
Annual Accrual Form

Agency: _____

Reporting
Timeframe: _____

A	B
Description of Goods and/or Services	Accrual Amount
Total	0.00

**ATTACHMENT 3
REQUEST FOR REIMBURSEMENT FORM
MONTHLY REIMBURSEMENT REQUEST**

This form must be submitted monthly to the CITY of Las Vegas Neighborhood Services Department to request reimbursement. Back-up documentation that is clearly marked to indicate the descriptions used on this form must also be attached.

Period Covered	Amount of Request
From: _____ To: _____	

Agency:		Phone:
Address:		Fax:
Authorized Contact:		E-mail address:

Type of Purchase/Description of the Use of Funds/Quantity	Requested Amount
	\$
Total	\$

Print Name

Authorized Signature

Title

ATTACHMENT 4

PROGRAM DEFINITIONS

1. *Basic Needs*: means those physiological needs such as hunger, thirst, bodily comforts, etc. associated with the lowest level of human need on Maslow's Hierarchy of Needs.
2. *Behavioral Health Rehabilitative Services*:
 - Basic Skills Training Services- rehabilitative mental health interventions designed to reduce cognitive and behavioral impairments and restore recipients to their highest level of functioning. Basic skill services may include the following interventions: Basic living and self care skills; social skills; communication skills; parental training; organization and time management; transitional living skills.
 - Psychosocial Rehabilitation Services- rehabilitative mental health interventions designed to reduce psychological dysfunction (i.e. interpersonal cognitive, behavioral development) and restore recipients to their highest level of functioning. Psychosocial rehabilitative services include any combination of the following interventions: behavior management, social competency, problem identification and resolution, effective communication; moral reasoning, identity and emotional intimacy, self sufficiency, life goals, and sense of humor.
3. *Case management*: generally includes, but is not limited to, the following functions:
 - a. Assessment: to determine a person's current and potential strengths, weaknesses and needs.
 - b. Planning: to develop a specific, comprehensive, individualized treatment and service plan.
 - c. Connect/Link: to coordinate and/or transfer participants to necessary services and treatments provided in the community.
 - d. Monitoring: to conduct ongoing evaluation of participant progress and needs.
 - e. Participant Advocacy: to intercede on behalf of a specific participant or a class of participants to ensure equity and appropriate services.
 - f. Direct Service: provision of services or assistance to overcome barriers.
 - g. Crisis Intervention: assisting participants in crisis to stabilize through direct interventions and mobilizing needed support and services.
 - h. System Advocacy: intervening with organizations or larger systems of care in order to promote more effective, equitable, and accountable services to a target participant or group.
 - i. Resource Development: attempting to create additional services or resources to address the needs of participants.
 - j. Discharge Planning: implementing many of the above functions again to help participant plan transition from one type of setting or service program to another.
4. *Case Manager*: individual(s) responsible for locating, obtaining, coordinating and monitoring social, rehabilitative and medical services as well as other services and supports related to maintaining an individual's health, safety and well-being in the community.

Co-Occurring Disorders: (or "co-morbidity") the presence of any two or more illnesses in the same person. These illnesses can be medical or psychiatric conditions, as well as drug use disorders, including alcoholism. Co-morbid illnesses may occur simultaneously or sequentially. The fact that two illnesses are co-morbid, however, does not necessarily mean that one is the cause of the other, even if one occurs first. Discharge Planning: is implementing many of the case management functions to help a participant plan to transition from one type of setting or service to another.

5. *Emergency Shelter*: Any facility where the primary purpose of which is to provide temporary transitional housing for the homeless in general or for specific populations of the homeless.
6. *Homeless Management Information Systems (HMIS)*: is a computerized data collection application designed to capture participant-level information over time on the characteristics and service needs of men, women and children experiencing homelessness, while also protecting participant confidentiality. It is designed to aggregate participant-level data to generate an unduplicated count of participants served within a community's system of homeless services. Participation in the HMIS system in Southern Nevada is fully funded through the Southern Nevada Regional Planning Coalition-Committee on Homelessness (SNRPC-COH).
7. *Homeless Person*: a person sleeping in a place not meant for human habitation (e.g. living on the streets) or in an emergency shelter; and a person in transitional housing for homeless persons who originally came from the street or an emergency shelter as defined in 42 U.S.C. 11302.
8. *Homeless Prevention and Rapid ReHousing (HPRP) Program funds*: federal funds authorized by ARRA that can be used to either prevent individuals and families from becoming homeless or help those who are experience homelessness to be quickly re-housed and stabilized.
9. *Housing First*: best practices model approach to housing and services for the homeless which rests on two premises: 1) The central goal is direct placement into permanent housing for those who are currently homeless, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long-term housing stability.
10. *Indicators*: the measurable elements of the service that tell whether an outcome is occurring. An indicator can be a direct or indirect measure (proxy) and often a set of indicators is used to measure an outcome. A key characteristic of an Indicator is that it is measurable, or countable, and can be compared to indicators measured or counted earlier or later in a process.
11. *Intensive Case Management*: a more intensive and comprehensive level of case management as defined above. Intensive case management requires a higher level of commitment of an agency's and caseworker's resources and time, and the majority of activities typically occurs with the participant in the field. Intensive Case Management may include but is not limited to:
 - Creating, and then monthly monitoring the progress on, participant plans that ensures assisted households has made application for mainstream programs and supportive services for which they appear to be eligible (e.g. Medicaid, Food Stamps, Child Support Enforcement, Job Training and Placement, Health Insurance programs, etc.).
 - Assessing for dysfunctional behaviors that need to be addressed, such as substance abuse, gambling, anger management, decision-making, potential mental health issues, potential for qualifying for disability benefits, parenting challenges, children's behavioral challenges, etc. and once assessed, then the participant's progress in changing behaviors or enrolling in mainstream programs is monitored and facilitated.
 - Providing home visits.
 - Ensuring all adult members of household have proper and legal identification to secure employment (documents needed for I-90 forms).

- At least bi-monthly review of any special needs of assisted households, such as lacking reading skills, English skills, High School Diploma or GED, ex-offender status, Parole or Probation compliance, safety plan of domestic violence victims, serious medical conditions, physical or mental disabilities, legal problems, substance abuse, gambling problems, etc.
 - At least quarterly reviewing of minor children's needs: school attendance, academic progress, recent health care and dental care visits, health care coverage (NV Check-Up), adequate supervision in out-of-school hours, etc.
 - Connecting assisted households with community resources such as COBRA (maintaining health care coverage when employment terminated) assistance through Clark County Social Service; Parenting Classes provided through the Family Court; credit repair and counseling provided through Consumer Credit Counseling Services of Southern Nevada; mental health supports through SNAMHS; counseling and supports through SAFE Nest or SAFE House; home health care or homemaker services; etc.
12. *Mainstream Services*: government funded programs that provide services, housing and income supports to poor persons, whether homeless or not. They include programs providing welfare, health care, mental health care, substance abuse treatment, veteran' assistance, housing subsidies and employment services.
13. *McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302)*: (a) In general For purposes of this chapter, the term "homeless" or "homeless individual or homeless person" (1) includes - (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is - (A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (B) an institution that provides a temporary residence for individuals intended to be institutionalized; or (C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. (b) Income eligibility (1) In general A homeless individual shall be eligible for assistance under any program provided by this chapter, only if the individual complies with the income eligibility requirements otherwise applicable to such program. (2) Exception Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998 [29 U.S.C. 2801 et seq.]. (c) Exclusion for purposes of this chapter, the term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.
14. *Outcomes*: showing how a project benefits the community or people it serves. The outcome is designed to capture the nature of the change or expected result of the objective that the project seeks to achieve. It is possible that a particular project activity could be categorized in different ways, depending upon the intent.
15. *Permanent Supportive Housing*: permanent (indefinite) low-income housing with supportive services. Consumers participate indefinitely as long as they continue to meet income and other eligibility criterion.
16. *Prevention*: financial assistance and other services that directly results in the maintenance of housing and or/prevention of eviction. Consumers are not homeless prior to coming into the program. This includes housing provided to those discharged from an institution (i.e. hospital, jail, mental health facility) where they have resided for over 30 days.
- One time financial assistance – utilities, rent, mortgage assistance
 - Short term housing subsidy – up to 6 months of mortgage, rental or utility assistance.

- Payee services – program that manages a consumers entitlement benefits (i.e. SSI, SSA, VA, TANF) to ensure their needs for housing are met consistently.
- Legal services – Non financial legal advisement or representation that assists consumers with eviction prevention or fair housing advocacy.
- Crisis intervention – Non financial mediation and negotiation between landlords and/or participant which facilitates the maintenance of housing.

17. *Psychosocial Rehabilitation Provider*: provides psychosocial rehabilitative services.
18. *Qualified Behavioral Aide*: person who has an educational background of a high school diploma or General Education Development equivalent and has been determined competent by the overseeing clinical supervisor to provide basic skills training services.
19. *Qualified Mental Health Associate (QMHA)*: a person who meets the following minimum qualifications: licensure as a Registered Nurse in the state of Nevada or holds a Bachelors Degree in human, social services or behavioral field with additional understanding of rehabilitative mental health treatment services, or holds an associate's degree in human social services or behavioral field with an additional understanding of rehabilitative mental health treatment services and 4 years of relevant professional experience providing direct services to persons with mental health disorders.
20. *Qualified Mental Health Professional (QMHP)*: a Physicians Assistant or a person who meets the definition of a QMHA and also meets the following documented minimum qualifications and include the following: Doctorate degree in psychology and license; Bachelor Degree in nursing and APN (psychiatry); Graduate degree in counseling and licensed as a marriage and family and therapist; Licensed Clinical Social Workers or Licensed Clinical Social Work Interns; Licensed Marriage and Family Therapist Intern and an individual whose education and experience demonstrate the competency to: identify precipitating events, conduct a comprehensive mental health assessment, diagnosis of a Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSM-IV-TR) Axis I mental or emotional disorder and determine needed clinical interventions within the scope and limits off their expertise; Psychological Assistants who holds a doctorate degree in psychology is registered with the State of Nevada Board of Psychological Examiners and is an applicant for licensure as a Licensed Clinical Psychologist.
21. *Residential Stability*: access to, and length of stay in, stable affordable housing. Achieving residential stability involves not only the availability of affordable, permanent housing, but also the success of the program in addressing the problems that led to the person or household becoming homeless. Those problems may involve mental illness, substance abuse, physical disabilities, unemployment, or other factors.
22. *Shelter*: any type of agency-sponsored housing activity whereby the agency provides temporary housing accommodations for participants. Shelter activities may include Emergency Shelter where placement is based on the participant's emergent need and duration is typically less than 90-120 days, or Program Shelter where placement is based on a participant's emergent need and duration is contingent upon participation in a program (sobriety, work or other), or transitional shelter where placement is based on participant's eligibility and appropriateness for the program and duration does not exceed 24 months. The term shelter encompasses buildings, facilities and accommodations paid for by the agency, thus including any apartment living arrangements paid by the tenant-based rental assistance vouchers provided by agency or participation in agency's program.
23. *Supportive Services*: (also know as essential services) address the service needs of homeless persons, such as employment, health, drug abuse treatment, or education, to help homeless persons meet three overall goals: (1) achieve residential stability; (2) increase their

skill levels and/or incomes and (3) obtain greater self-determination. Staff costs associated with case management or provision of supportive services is considered a supportive service. Supportive Services may include, but are not limited to:

- Assistance in obtaining permanent housing
- Assistance in obtaining other Federal, State or local assistance, including but not limited to public assistance such as food stamps, TANF, medical cards, child support enforcement, child care subsidies, home energy assistance, etc.
- Employment training and placement programs provided through the Nevada Department of Employment, Training and Rehabilitation or the Workforce Investment Act.
- Medical and psychological counseling and supervision
- Employment counseling
- Substance abuse treatment and counseling
- Other services such as child care payments, transportation assistance, job placement or job training.

Supportive Services Definitions

- Outreach: services and information about the availability of community resources delivered to people wherever they may reside. Common examples include: Street Outreach, Mobile Unit or Law Enforcement responses.
- Employment Services: education related to job skill development, on the job training, referral, job placement, sheltered workshop, job coaching/shadowing, employment testing, and employment evaluation
- Case Management: linkage to services, assessment, crisis intervention
- Substance Abuse Care: assessment, diagnosis, evaluation, treatment, aftercare (requires licensed personnel CADAC, LADC, LCSW, Psychologist, MFT, MD)
- Mental Health Care: assessment, crisis intervention, therapy, medication, diagnosis (requires licensed personnel LCSW, Psychologist, MFT, MD)
- Medical Care: assessment, diagnosis, treatment, referral, medication (requires licensed personnel APN, MD, RN)
- Housing Search/Placement: intake and evaluation to determine eligibility for specific housing programs and providing the means to access housing, assistance in completing housing applications.
- Life skills: education and training on: hygiene, time management, parenting, financial literacy, health and wellness, job readiness, transportation, communication, cooking, and nutrition.
- Childcare: subsidy or program that cares for minor children or children with a disability.
- Education: formal education that leads towards a high school diploma, GED, college diploma, or professional/continuing education. Also include stipends and scholarships.
- Transportation: bus/van services, taxi vouchers, gas vouchers, bus tickets/passes, financial assistance to repair a vehicle, car registration fees
- Deposit Assistance: financial assistance to pay for an apartment/home deposit.

24. *Targeted Case Management*: case management services that specifically target the homeless population which may or may not have co-occurring disorders (i.e. mental health and substance abuse).

25. *Target Population*: the target population is homeless households over the age of 18 that are referred from the CLV case manager who may be unemployed/under-employed, low-income or no income, and may have been diagnosed with a substance abuse addiction. The participants may be male or female and may identify with any of the racial/ethnic groups.

26. *Transitional Housing*: housing coupled with supportive services that are provided for 6 months to 2 years. Hotel and motel arrangements are classified as emergencies. i.e..... the primary purpose of which is to provide temporary housing (lasting at least three month, but not to exceed 24 months) with supportive services used to facilitate the movement of homeless individuals and/or families to permanent housing. The supportive services may be provided by the organization managing the housing, or coordinated by them and provided by other public or private agencies. The admission process and criteria for transitional housing programs differ from emergency shelter programs in that transitional housing programs generally assess the prospective resident's appropriateness for the program and her/his willingness and capacity to adhere to program rules. The program rules, in turn, are designed to enhance the residents' self-sufficiency. Case management services are provided, as are other direct services designed to remove the obstacles individuals or families face when attempting to return to self-sufficiency.
27. *Transportation*: the method of arriving at a desired destination. For the most part, homeless individuals and families rely on the Citizens Area Transit public transportation system, but many still own cars. Homeless participants need a variety of assistance with transportation, including financial assistance (with bus passes or gas vouchers), repairs, or sometimes accompaniment.
28. *U.S. Department Of Housing And Urban Development (HUD)*: HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships--particularly with faith-based and community organizations--that leverage resources and improve HUD's ability to be effective on the community level.

ATTACHMENT 5 FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If Company is a primarily religious organization, the City will require Company to be bound by HPRP program limitations as established by Title XII of the American Recovery and Reinvestment Act of 2009.

B. POLITICAL ACTIVITIES

Company will comply with this section, which prohibits the use of ESG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

Company further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

Company agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by Company provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

Company shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that Company will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

Company agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--
EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Company to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

Company shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR COMPANIES

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR Part 576.57

Company shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Company shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of Company who exercise or have exercised any functions or responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a Company of ESG funds, and in connection with services offered, the Company agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that Company shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Company shall transfer to CITY any HPRP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HPRP funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Company from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Company to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

Company agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Company and the activities to be performed by Company under the scope of this Agreement. If employing more than fifteen (15) employees, Company agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Company agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Company agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.